



May 7, 2020

Board of Public Works and Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you a Contract and Notice to Proceed for the Pearl River Sewer Relocation Project. This project is for the relocation of an approximately 6-foot by 9-foot brick arch sewer and the construction of approximately 2,400-feet of 12 to 46-inch diameter mainline and branch sewer.

Bowen Engineering Corporation has agreed to perform this work in the not-to-exceed amount of \$3,523,976.

The Notice to Proceed for this project begins May 12, 2020 with a Substantial Completion by January 15, 2021.

These documents have been reviewed by the City Attorney and I recommend them for your approval.

Respectfully,

Brad W. Talley
Superintendent
Lafayette Renew



SECTION 00500

AGREEMENT FORM

THIS CONTRACT, made the _____, 2020 by and between Bowen Engineering Corporation, hereinafter called the "Contractor", and the City of Lafayette, a municipal corporation, hereinafter call the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of:

PEARL RIVER SEWER RELOCATION PROJECT

for the Owner, all in strict accordance with the Bid Documents which include Drawings and Specifications, including any and all addenda, prepared by City of Lafayette, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other Bid Documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of Three Million, Five Hundred Twenty-Three Thousand, Nine Hundred Seventy-Six and 00/100 Dollars (\$3,523,976.00). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Construction Contract
2. Contractor's Proposal
3. Bidder Requirements
4. Specifications (including Addenda)
5. General Conditions
6. Map and Photographs

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense,

PEARL RIVER SEWER RELOCATION PROJECT

remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in 3 original counterparts the day and year first above written.



(SEAL) State of Indiana
County of Marion

Attest: [Signature]
Notary Public Trish Sands
My Commission Expires: 9/18/2020

Bowen Engineering Corp.
Contractor

By [Signature]
John Dettman
Title Vice President of Operations

CITY OF LAFAYETTE, Board of Public Works & Safety
Owner

By _____
Gary Henriott, President

Norm Childress, Member

Amy Moulton, Member

Cindy Murray, Member

Ron Shriner, Member

(SEAL)

Attest: _____

Date

END OF SECTION

City of Lafayette (City)

Tobacco Free Workplace Policy

("Policy")

Purpose

The purpose of this Policy is to establish a tobacco free policy for the City of Lafayette. The City is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. Because the City recognizes the hazards caused by exposure to environmental tobacco smoke, as well as the life-threatening diseases linked to the use of all forms of tobacco, it shall be the policy of the City, effective August 22, 2014, to provide a tobacco-free environment for all employees and visitors. This Policy may be amended, changed or terminated by the City, in its sole discretion at any time, with or without notice.

General

It is the policy of the City to prohibit smoking and the use of all forms of tobacco on all City premises in order to provide and maintain a safe and healthy work environment for all employees. This Policy covers the smoking of any tobacco product and the use of oral tobacco products or "spit" tobacco. For purposes of this Policy "smoking" means the act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette, pipe of any kind or any other device, including but not limited to e-cigarettes, used to burn tobacco or other like substances.

Scope

1. This Policy applies to the following:

- a. Any areas of buildings occupied by a City employee.
- b. A City sponsored off-site conference and meeting.
- c. A vehicle owned or leased by the City.
- d. A visitor, customer and vendor of the City.
- e. A contractor or consultant and their employees working on City property.
- f. A full-time or part-time employee and an intern, temporary, or seasonal employee or volunteer.

2. No use of tobacco products or smoking will be allowed within the enclosed facilities of the City at any time. For purposes of this Policy, "facility or facilities" means any building, structure, improved or unimproved land, or any part of any building, structure, or land which is owned, used or occupied by the City.

3. The decision to provide an outside designated smoking area will be at the discretion of a department head in consultation with the Mayor. If a designated smoking area is permitted, the designated smoking area must comply with the following:

- a. The area must be located at least twenty (20) feet from a facility's entryways, windows, vents and doorways, and not in any location that allows smoke to circulate back into a building.
- b. All materials used for smoking in this area, including, but not limited to, cigarette butts and matches, will be extinguished and disposed of in an appropriate container. A manager or supervisor will ensure periodic cleanup of the designated smoking area. If the area is not properly maintained (for example, if cigarette butts are found on the ground), the area can be eliminated at the discretion of management.

4. While on City work time, an employee who wishes to use a tobacco product may not do so anywhere in public view where he/she can be identified as an employee of the City.

5. No use of tobacco products or smoking will be allowed in or on any City vehicle at any time. No use of tobacco products or smoking will be allowed in personal vehicles when transporting people on City authorized business.

6. An employee may not smoke or use tobacco products when he/she is performing the duties of his/her City position. This prohibition includes an employee who performs his/her duties outside and on or off City property.

For example, an employee may not smoke or use tobacco while performing duties which may include, but are not limited to, mowing, repairing streets or sidewalks, inspections, landscaping, or lifeguarding.

7. A department head or the department head's designee, will discuss the issue of taking breaks with his/her staff, both tobacco and non-tobacco users. Together, they will develop effective solutions that do not interfere with the productivity of the staff.

Enforcement

1. The City believes that the spirit of thoughtfulness and cooperation which is characteristic at the City is adequate to resolve a dispute which might arise under this Policy. Where a dispute cannot be resolved, the rights of the non-tobacco user shall be given precedence.

2. To resolve a complaint about tobacco use, see below:

- a. A complaint about the application of this Policy to the City workplace should be brought to the attention of a department head or the Human Resources department.
- b. The complaint should be submitted in writing and identify specific objections. The City will investigate the complaint, when appropriate, and resolve it in accordance with this Policy or other applicable City rules and policies.
- c. No employee shall be subject to any form of retaliation for raising a complaint under or asking a question about this Policy.

3. An employee who violates this Policy will subject to disciplinary action up to and including termination of employment.

[INTENTIONALLY LEFT BLANK]

**City of Lafayette
Tobacco Free Workplace Policy
Acknowledgement**

I have read the City of Lafayette's Tobacco Free Workplace Policy (Policy) or it has been explained to me in a language I comprehend. I understand my responsibilities and duties as they relate to this Policy. I have been given a copy of this Policy.

Employee Signature: _____



Employee Name (print): John Dettman

Date: 5/4/2020

Notice of Award

Date: 4/28/2020

Project: Pearl River Sewer Relocation Project

Owner: City of Lafayette

Owner's Contract No.:

Contract:

Engineer's Project No.: 639700.0000

Bidder: Bowen Engineering Corporation

Bidder's Address: 8802 North Meridian Street, Indianapolis, IN 46240

You are notified that your Bid dated April 14, 2020 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Base Bid.

The Contract Price of your Contract is \$Three Million, Five Hundred Twenty-three Thousand, Nine Hundred and Seventy-Six Dollars and Zero Cents. (\$3,523,976.00).

Electronic or Printed Copies of the Contract Drawings will be delivered separately or otherwise made available to you.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner and Engineer [3] fully executed counterparts of the Contract Documents. Electronic copies may also be used.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Lafayette

Owner

By:

Authorized Signature

Board of Works President

Title

Copy to Engineer



Headquarters:
8450 Westfield Blvd.,
Suite 300
Indianapolis, IN 46240
T 317.713.4615
F 317.713.4616
E bfs@BFSEngr.com
www.BFSEngr.com

Branch Locations:
Fort Wayne
Lafayette
Merrillville
Plainfield
South Bend
Louisville, KY

Founded 1961

April 22, 2020

Mr. Brad Talley
Superintendent, Lafayette Renew
1700 Wabash Avenue
Lafayette, Indiana 47909

RE: Pearl River Sewer Relocation Project

Dear Mr. Talley,

We have reviewed the bids for the Pearl River Sewer Relocation Project.

Bid Opening

Bids were received on April 14, 2020, and then opened and read aloud at 9:00 am.
The project advertised on March 6 and March 13, 2020 in the Journal & Courier.

Four Addenda were issued:

1. Addendum 1 postponed the original bid date of March 31 to April 14.
2. Addendum 2 addressed various design and quantity updates to the plans and specifications.
3. Addendum 3 addressed the bid submittal process with respect to the COVID-19 pandemic.
4. Addendum 4 addressed unanticipated conditions with trenchless pipe installations.

Two bids were received. Atlas Excavating, Inc and Bowen Engineering Corporation submitted bids for the project.

Bid Results

The bidders submitted additional information to supplement their bids. The documentation is complete, with the exception that Atlas Excavating did not provide financial documents with their bid submittal.

City of Lafayette
Page 2
April 21, 2020

Bowen Engineering Corporation is the apparent lowest, responsive, responsible bidder for the project for the base bid and with consideration for including alternate bids. Bowen Engineering Corporation has worked with the City of Lafayette on past projects with success. The following are the bid prices:

Base Bid:	\$3,523,976.00
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Alternate Bid No. 1 (Additional 289 feet of 48-inch Jack-and-Bore-Sewer)	\$1,453,859.00
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Alternate Bid No. 2 (Abandoning Brick Sewer Between Columbia and Alleys)	\$ 96,624.00
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Alternate Bid No. 3 (Salvaged Brick in Lieu of Porous Pavers on 7 th Street)	\$ 130,197.00
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Bid Acceptance Recommendation

Based on the information provided herein, the bid results, review of the bid documents, and subsequent discussions, we recommend accepting the Base Bid price as submitted by Bowen Engineering Corporation.

Please contact us at (765) 423-5602 if there are any comments or questions.

Sincerely,
BUTLER, FAIRMAN and SEUFERT, INC.

Colin M. Dale

Colin Dale, P.E.
Butler, Fairman & Seufert, Inc.

Bid Results

Pearl River Sewer Relocation Project

City of Lafayette, Indiana

BIDS RECEIVED ON
4/14/2020



Bidder	Base Bid	Alternate Bid No. 1	Alternate Bid No. 2	Alternate Bid No. 3
Engineer Estimate	\$4,160,273.00	\$1,091,530.00	\$122,260.00	\$199,430.00
Bowen Engineering, Corp.	\$3,523,976.00	\$1,453,859.00	\$96,624.00	\$130,197.00
Atlas Excavating, Inc.	\$4,376,915.00	\$1,242,510.00	\$220,936.00	\$260,320.00

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Bowen Engineering Corporation
as Principal, and Travelers Casualty and Surety Company of America and
Continental Casualty Company
as Surety, are held and firmly bound unto the City of Lafayette
for the benefit of the City of Lafayette, hereinafter called the Owner, in the penal sum of _____
* _____ dollars (\$ 3,523,976.00) for
the payment of which we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

* Three Million Five Hundred Twenty Three Thousand Nine Hundred Seventy Six and No/100

Dated this 5th day of _____ May , 2020 .

The condition of this obligation is such that whereas the above named Principal did, on the 28th
day of _____ April , 2020, enter into a Contract with the Owner, by the terms of
which said Principal agreed to furnish all labor, materials, equipment and supplies for the
construction of

PEARL RIVER SEWER RELOCATION PROJECT

as described and defined in said Contract and in the Specifications and Drawings, prepared by
the City of Lafayette, Indiana which are a part thereof, ready for continuous and successful
operation, for the completion of said work, for the sum of Three Million Five Hundred Twenty Three
Thousand Nine Hundred Seventy Six and No/100 dollars (\$ 3,523,976.00), and to remove
and replace any defective or unsuitable equipment or structure at the expense of said Principal
which may be apparent or may develop from inferior workmanship or material within one (1)
year from the date of final acceptance of the above described work, which Contract is made a
part of this bond the same as though set forth herein.

Now if said Principal shall well and faithfully do and perform the things agreed by it to be done
and performed according to the terms of said Contract, then this obligation shall be void,
otherwise the same shall remain in full force and effect; and said Surety for value received hereby
stipulates and agrees that no change, extension of time, alteration or addition to the terms of
the Contract or to the work to be performed thereunder or the Specifications accompanying the
same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any
such change, extension of time, alteration or addition to the terms of the Contract or to the work
or the Specifications.

No change, modification, omission, or addition in and to the terms or conditions of said Contract,
Plans, Specifications, Drawings or Profile, or any irregularity or defect in said Contract or in the
proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate
to release or discharge said surety and the provisions and conditions of IC 5-16-5 (1971) shall be,
operate as, and become a part of the terms of this bond and said Contract the same as if
incorporated herein.

PEARL RIVER SEWER RELOCATION PROJECT

IN WITNESS WHEREOF, we have this 5th day of May, 2020, affixed our signatures and corporate seals to 3 executed original counterparts of this bond.

Bowen Engineering Corporation

Principal

ATTEST:

Amanda Lendi

By

John W. Deth

Authorized Agent

Travelers Casualty and Surety Company of America and
Continental Casualty Company

Surety

ATTEST:

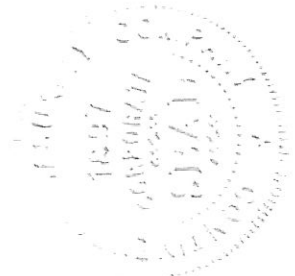
Stacy Stout

Stacy Stout

By

Robert L. Sherfick

Attorney-In-Fact
Robert L. Sherfick





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jason D. McEldowney, Robert L. Sherfick, and John W. Hannon, III, of Carmel, Indiana their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of May, 2020



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Jason D McEldowney, John W Hannon III, Robert L Sherfick, Individually

of Carmel, IN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 22nd day of June, 2018.

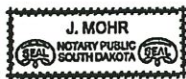


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 22nd day of June, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 5th day of May, 2020.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Bowen Engineering Corporation
Travelers Casualty and Surety Company of America and
Continental Casualty Company
as Principal, and _____
as Surety, are held and firmly bound unto the City of Lafayette
for the benefit of the City of Lafayette, hereinafter called the Owner, in the penal sum of _____
* _____ dollars (\$ 3,523,976.00) for
the payment of which we are hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

* Three Million Five Hundred Twenty Three Thousand Nine Hundred Seventy Six and No/100

Dated this 5th day of May, 2020.

The condition of this obligation is such that whereas the above named Principal did, on the 28th
day of April, 2020, enter into a Contract with the Owner, by the terms of which
said Principal agreed to furnish all labor, materials, equipment and supplies for the construction
of

PEARL RIVER SEWER RELOCATION PROJECT

as described and defined in said Contract and in the Specifications and Drawings, prepared by
the City of Lafayette, Indiana which are part thereof, ready for continuous and successful
operation, for the completion of said work, for the sum of Three Million Five Hundred Twenty Three
Thousand Nine Hundred Seventy Six and No/100 dollars (\$ 3,523,976.00) and to remove and replace
any defective or unsuitable equipment or structure at the expense of said Principal which may
be apparent or may develop from inferior workmanship or material within one (1) year from the
date of final acceptance of the above described work which Contract is made a part of this bond
the same as though set forth herein.

Now if said Principal shall promptly pay all indebtedness which may accrue, by operation of law
or otherwise, to any person, firm or corporation on account of any labor or service performed or
material furnished or service rendered in the carrying forward, performing and completion of
said Contract; we agreeing and assenting that this undertaking directly insures to the benefit of
subcontractors, laborers, material men and those performing service on account of or directly in
connection with the completion of said Contract, as well as for the obligee herein; then this
obligation shall be void, otherwise the same shall remain in full force and effect; and said Surety
for value received hereby stipulates and that no change, extension of time, alteration or addition
to the terms of the Contract or to the work to be performed thereunder or the Specifications
accompanying the same, shall in any wise affect its obligation on this bond and it does hereby
waive notice of any such change, extension of time, alteration, or addition to the terms of the
Contract or to the work or the Specifications.

No change, modification, omission, or addition in and to the terms or conditions of said Contract,
plans, specifications, drawings, or profile, or any irregularity or defect in said Contract or in the
proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate

PEARL RIVER SEWER RELOCATION PROJECT

to release or discharge said Surety and the provisions and conditions of IC 5-16-5 (1971) shall be, operate as, and become a part of the terms of this bond and said Contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 5th day of May, 2020, affixed our signatures and corporate seals to 3 executed original counterparts of this bond.

Bowen Engineering Corporation
Principal

ATTEST:

Amanda L. Lande

By John W. Dett
Authorized Agent

Travelers Casualty and Surety Company of America and
Continental Casualty Company
Surety

ATTEST:

Stacy Stead

By Robert L. Sherfick
Attorney-In-Fact
Robert L. Sherfick





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jason D. McEldowney, Robert L. Sherfick, and John W. Hannon, III, of Carmel, Indiana** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of May, 2020




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Jason D McEldowney, John W Hannon III, Robert L Sherfick, Individually

of Carmel, IN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 22nd day of June, 2018.

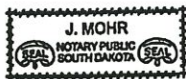


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Brufat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 22nd day of June, 2018, before me personally came Paul T. Brufat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 5th day of May, 2020.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligatee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."